

J9IAACAOC

Conference

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

-----x

3 JIN MING CAO, ET AL.,

4 Plaintiffs,

5 v.

19 CV 925 (GHW)

6 JOY LUCK PALACE, INC., ET AL.,

7 Plaintiffs.

8 -----x

New York, N.Y.
September 18, 2019
2:30 p.m.

9
10 Before:

11 HON. GREGORY H. WOODS,

12 District Judge

13 APPEARANCES

14 CATHOLIC MIGRATION SERVICES
15 Attorneys for Plaintiffs
16 BY: DAVID COLODNY
THOMAS J. POWER

1 (Case called)

2 MR. POWER: Thomas Joseph Power, for the plaintiffs.

3 MR. COLODNY: David Colodny, also from Catholic
4 Migration Services, for the plaintiffs.

5 THE COURT: Good. Thank you very much.

6 First, let me note for the record that no defendant is
7 here and no representative of any defendant is here.

8 Counsel for plaintiffs, any additional information
9 regarding the whereabouts of defendants? Do they intend to in
10 particular to whether or not they intend to contest this
11 litigation?

12 MR. POWER: We have no additional information, your
13 Honor.

14 THE COURT: Thank you.

15 Counsel, is there anything that you'd like to add to
16 the written submissions that you roadside to the Court the
17 prior order the supplement am submissions to the Court
18 following our prior conference or any other written submissions
19 to the Court?

20 MR. POWER: Your Honor, there is one aspect. When we
21 in the revised proposed default judgment we referred to
22 attorneys fees and costs. Unintentionally omitted that
23 defendants would be jointly and severally liable for those
24 attorneys fees an costs the. We would either respectfully
25 request to add that or if the Court is willing, if the Court

1 would add that.

2 THE COURT: Thank you. Good. Understood.

3 Another thing that I did not see in the application,
4 counsel, was the hourly billable rate that lied behind your
5 application for fees. I reverse engineered it assuming that
6 each of your hourly rates were the statement. Can you make a
7 proffer regarding the hourly rate reflected in the amount that
8 you requested?

9 MR. POWER: Yes. The hourly rate I believe is
10 included in my memorandum annexed to motion for default
11 judgment. For Mr. Colodny we've asked \$425 per hour and for
12 myself, Mr. Power, I believe the rate was \$225 per hour.

13 THE COURT: Thank you. Fine. Good.

14 Anything else to discuss, counsel, before I rule on
15 the application?

16 MR. POWER: We have nothing further, your Honor.

17 THE COURT: Thank you.

18 Please be bear me. I will review my thought on the
19 application now. I am going to grant the application. I'd
20 like to make a matter of record my analysis.

21 I. INTRODUCTION

22 We are here today for a hearing in response to an
23 order to show cause why default judgment should not be entered
24 against Joy Luck Palace, Inc. ("Joy Luck Palace" or the
25 "Restaurant"), Yong Jin Chan, Tak M. Yee, Patrick Mock, which

1 is at times spelled M O C K and at other times M O K and Qing
2 Wen Chen who is also known as Tony Chen (the "Employer
3 Defendants"). For purposes of today's conference, I will refer
4 to those parties collectively as the "Defendants." I will
5 begin by providing a brief summary of the factual and
6 procedural history of this action.

7 II.

BACKGROUND

8 The plaintiffs in this case were all employed by
9 Defendant Joy Luck Palace, a dim sum restaurant in Chinatown.
10 During Plaintiffs' employment, Defendants (a) failed to pay
11 Plaintiffs for all the hours that they worked; (b) failed to
12 pay the minimum wage for each hour worked; (c) failed to pay
13 overtime compensation for each hour exceeding 40 per week; (d)
14 failed to pay the spread-of-hours compensation; (e) failed to
15 provide a uniform or pay uniform maintenance; (f) failed to
16 provide Plaintiffs with complete and accurate paystubs; and (g)
17 failed to provide Plaintiffs with a correct wage notice upon
18 hiring.

19 Plaintiffs filed their Amended Complaint on February
20 15, 2019, asserting violations of the Fair Labor Standards Act
21 ("FLSA") and the New York Labor Law ("NYLL"). Plaintiffs'
22 First Amended Complaint ("FAC"), Dkt. No. 19. By April 1,
23 2019, the Amended Complaint had been served on all Defendants.
24 As of this afternoon, no Defendant has appeared, answered, or
25 otherwise responded to the Amended Complaint. The Clerk of

1 Court issued certificates of default as to each Defendant on
2 May 7, 2019. Accordingly, Defendants are in default.

3 On July 15, 2019, Plaintiff filed a proposed order for
4 default judgment. Dkt. No. 18. On that date, the Court issued
5 an order to show cause why default judgment should not be
6 entered and scheduled a hearing on Plaintiff's motion for
7 today. Any opposition to plaintiff's motion for a default
8 judgment was due no later than August 8, 2019. Id. Defendant
9 has not opposed Plaintiff's motion or otherwise appeared in
10 this case.

11 III.

DISCUSSION

12 A.

Legal Standard

13 "When a party against whom a judgment for affirmative
14 relief is sought has failed to plead or otherwise defend, and
15 that failure is shown by affidavit or otherwise, the clerk must
16 enter the party's default." Fed. R. Civ. P. 55(a).

17 In light of Defendants' default, the Court accepts the
18 factual allegations in the complaint as true, except those
19 relating to damages, and draws all reasonable inferences in
20 plaintiff's favor. See *Finkel v. Romanowicz*, 577 F.3d 79, 84
21 (2d Cir. 2009). Nevertheless, the Court is required to
22 determine whether plaintiff's allegations establish liability
23 as a matter of law, see *id.*, and "has discretion under Rule
24 55(b)(2) once a default is determined to require proof of
25 necessary facts and need not agree that the alleged facts

1 constitute a valid cause of action," *Au Bon Pain Corp. v.*
2 *Artect, Inc.*, 653 F.2d 61, 65 (2d Cir. 1981).

3 I will first address threshold jurisdictional matters
4 and then I will address the merits of Plaintiff's claims.

5 B. Subject Matter Jurisdiction

6 The Court has subject matter jurisdiction over this
7 action pursuant to 28 U.S.C. § 1331 because Plaintiffs' claims
8 are under the Fair Labor Standards Act, a federal statute. The
9 Court has supplemental jurisdiction over Plaintiffs' New York
10 Labor Law claims pursuant to 28 U.S.C. § 1367(a).

11 C. Personal Jurisdiction over the Defendants

12 "Before a court grants a motion for default judgment,
13 it may first assure itself that it has personal jurisdiction
14 over the defendant . . . " *Sinoying Logistics Pte Ltd. v. Yi Da*
15 *Xin Trading Corp.*, 619 F.3d 207, 213 (2d Cir. 2010) (citations
16 omitted). "Normally, a plaintiff has the burden of proving
17 personal jurisdiction in a case where a defendant appears and
18 contests such jurisdiction." *"R" Best Produce, Inc. v.*
19 *DiSapio*, 540 F.3d 115, 126 (2d Cir. 2008). "On a motion for a
20 default judgment, although the plaintiffs retain the burden of
21 proving personal jurisdiction, they can satisfy that burden
22 with a prima facie showing, and may rest their argument on
23 their pleadings, bolstered by such affidavits and other written
24 materials as they can otherwise obtain." *NYKCool A.B. v. Pac.*
25 *Int'l Servs., Inc.*, 66 F. Supp. 3d 385, 392 (S.D.N.Y. 2014)

(internal quotation marks and citation omitted).

Here, Plaintiffs has made a prima facie showing that the Court has personal jurisdiction over Defendants. Plaintiffs allege that Joy Luck Palace is incorporated in New York and has its principal place of business in New York City. FAC 9. Further, Plaintiffs allege that the Employer Defendants were owners and managers working at and employing Plaintiffs at the Restaurant. FAC 15-16, 20-21, 27, 32-33. And Defendants were all served with process by personal service between March 4, 2019 and April 1, 2019. Dkts. No. 27-31. Therefore, I am satisfied that plaintiffs have personal jurisdiction over defendant. See *Murphy v. Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 350 (1999) (noting that service of process brings a domestic defendant under the court's jurisdiction).

D. Defendant's Liability

Although a party's default is deemed to constitute a concession of all well pleaded allegations of liability in the complaint, as noted, the district court must consider whether the unchallenged facts constitute a legitimate cause of action, since a party in default does not admit conclusions of law. With respect to damages, a court need only determine whether a plaintiff has proffered sufficient evidence to establish damages "with reasonable certainty." *Transatlantic Marine Claims Agency, Inc. v. Ace Shipping Corp.*, 109 F.3d 105, 111

1 (2d Cir. 1997).

2 a. FLSA Coverage

3 As an initial matter, accepting the facts asserted in
4 the complaint as true, as the Court must, I find that
5 Plaintiffs were employees for purposes of the FLSA. Looking to
6 the "economic reality" of the working relationship, Plaintiffs'
7 work was fully controlled by Defendants. See *Pineda v. Tokana*
8 *Cafe Bar Restorant Inc.*, 2017 WL 1194242, at *2 (S.D.N.Y. Mar.
9 30, 2017) (collecting cases). I also find that the complaint
10 adequately established that the Employer Defendants were
11 employers of Plaintiffs for FLSA purposes. *Id.* According to
12 the complaint, Yong Jin Chan, Tak M. Yee, and Patrick Mock
13 exercised "significant control over Plaintiffs' employment,
14 including the power to hire, fire, and control the terms of
15 their employment." FAC 11. Additionally, Defendants "also had
16 the power to establish Plaintiffs' wages, set their work
17 schedules, and maintain their employment records." FAC 17-18,
18 22, 24, 29-30. Qing Wen Chen is alleged to have "had the power
19 to hire and fire Restaurant employees and exercised [this]
20 power over [several] workers." FAC 33-34.

21 In addition, the FLSA "overtime provisions apply to employees
22 who are '(1) personally engaged in interstate commerce . . . or
23 (2) [were] employed in an enterprise engaged in interstate
24 commerce or in the production of goods for interstate
25 commerce." *Santana v. Latino Express Restaurants Inc.*, 198 F.

1 Supp. 3d 285, 291 (S.D.N.Y. 2016) (quoting Rodriguez v.
2 Almighty Cleaning, Inc., 784 F. Supp. 2d 114, 120 (E.D.N.Y.
3 2011). While in operation between January 2016 and August
4 2018, Joy Luck Palace was an enterprise engaged in interstate
5 commerce as a restaurant selling Chinese food for consumption
6 on the premises. FAC 2 12-14. See Khurana v. JMP USA, Inc.,
7 2017 WL 1251102, at *4 (E.D.N.Y. Apr. 5, 2017) (inferring an
8 interstate nexus based "upon the factual allegations that the
9 Corporate Defendant operated a gas station and that Plaintiff
10 worked as a clerk selling gasoline to customers—a product
11 reasonably presumed to have originated, at least in part,
12 outside of New York State"). Further, Joy Luck Palace grossed
13 more than \$500,000 in the fiscal year prior to the filing of
14 the complaint, which is also a requirement or showing that
15 establishes enterprise coverage under the FLSA. FAC 14.

16 b. NYLL Coverage

17 "The definition of 'employer' is similarly expansive
18 under New York law, encompassing any 'person employing any
19 employee.'" Kuhnmuench v. Phenix Pierre, LLC, 2018 WL 1357383,
20 at *4 (S.D.N.Y. Mar. 15, 2018) (quoting Doo Nam Yang v. ACBL
21 Corp., 427 F. Supp. 2d 327, 342 (S.D.N.Y. 2005)).

22 As a result, courts have interpreted the definition of
23 "employer" under the New York Labor Law coextensively with the
24 definition used by the FLSA. Jiao v. Shi Ya Chen, 2007 WL
25 4944767, at *9 (S.D.N.Y. Mar. 30, 2007). Therefore, I find

1 that Defendants were employers of Plaintiff under the NYLL as
2 well as demonstrated by the facts pleaded in the complaint.
3 Id.

4 c. Minimum Wage Violations under the FLSA and NYLL

5 Plaintiffs have alleged that their compensation was
6 routinely less than the applicable minimum wage rate. See,
7 e.g., FAC 69-86; Cao Decl., Dkt. No. 58, 8-12. Some weeks,
8 some Plaintiffs were not paid at all. FAC 64-68. Both the
9 FLSA and NYLL require that employers pay their employees
10 specified minimum hourly wages. 29 U.S.C. § 206; N.Y. Lab. Law
11 § 652.

12 "In a FLSA case, in the absence of rebuttal by
13 defendants, plaintiffs' recollection and estimates of hours
14 worked are presumed to be correct." *Laboy v. Office Equipment*
15 *& Supply Corp.*, 2016 WL 5462976, at *3 (S.D.N.Y. Sept. 29,
16 2016). Similarly, under the NYLL, "employers who fail to
17 maintain appropriate records 'bear the burden of proving that
18 the complaining employee was paid.'" *Santana v. Latino Express*
19 *Restaurants, Inc.*, 2016 WL 4059250, at *4 (S.D.N.Y. July 28,
20 2016). According to the Second Circuit in *Bricklayers v.*
21 *Moulton Masonry & Construction, LLC*, a district court may rely
22 on a complaint along with any "uncontroverted documentary
23 evidence submitted by plaintiffs" to the defaulting party's
24 liability. 779 F.3d 182, 189 (2d Cir. 2015).
25 Plaintiffs Jin Ming Cao, Zhou Ji Zou, Jian Min Wu, Ming Jian

1 Feng, Qi Wen Huang, Shun Lai Mei, Wai Fong Cheong, Pei Yun
2 Chen, Wood Chong Lee, Yan Hua Liu, Wei Guo Cen, Zhi Hui Liu,
3 Jie Fang Ye, Chang Sheng Li, and Zhuo Zhong Lao were "tipped
4 employees" under the FLSA, which defines a "tipped employee" as
5 an "employee engaged in an occupation in which he customarily
6 and regularly receives more than \$30 a month in tips." 29
7 U.S.C. § 203(t). To the extent that those plaintiffs received
8 tips, they have further alleged that Defendants are not
9 entitled to a tip credit because they did not notify Plaintiffs
10 in accordance with the applicable legal provisions of the NYLL,
11 or of Defendants' intention to claim a tip credit against their
12 minimum wage obligations to reduce the applicable minimum wage.
13 12 N.Y.C.R.R. § 146-1.3; 12 N.Y.C.R.R. § 146-2.2. Accepting
14 these un rebutted recollections as true, I find Defendants
15 established to be liable for a violation of the FLSA and NYLL
16 for failure to pay Plaintiffs their minimum wage.

17 d. Overtime Violations of the FLSA and NYLL

18 Plaintiff next alleges violations of the overtime
19 provisions of the FLSA and NYLL. The FLSA and NYLL require
20 employers to pay employees one and one-half times the minimum
21 wage for any hours over forty in a given week. 29 U.S.C. §
22 207(a)(1); 12 N.Y.C.R.R. § 142-2.2.

23 Plaintiffs allege that they were not paid proper overtime
24 wages, in violation of the FLSA and NYLL. Because Plaintiffs
25 have provided un rebutted recollections and estimates of the

1 hours they worked, and their allegations that they were not
2 paid overtime is deemed admitted, they have satisfied their
3 burden for establishing liability.

4 e. Wage Notice and Pay Rate Notice Violations of NYLL

5 Section 195(1) of the NYLL requires that a wage notice
6 be provided at the time of hiring that contains certain
7 categories of information, including rate of pay. Section
8 195(3) of the NYLL requires provision of a statement with every
9 payment of wages, listing certain information, including the
10 dates of work covered by that payment of wages, net wages, and
11 the regular hourly rate of pay and overtime rate of pay. Under
12 NYLL, "If any employee is not provided within ten business days
13 of his or her first day of employment a notice as required by
14 subdivision one of section one hundred ninety-five of this
15 article, he or she may recover in a civil action damages of
16 fifty dollars for each work day that the violations occurred or
17 continue to occur, but not to exceed a total of five thousand
18 dollars, together with costs and reasonable attorney's fees."
19 N.Y. Labor Law 198(1-b). Further, "If any employee is not
20 provided a statement or statements as required by subdivision
21 three of section one hundred ninety-five of this article, he or
22 she shall recover in a civil action damages of two hundred
23 fifty dollars for each work day that the violations occurred or
24 continue to occur, but not to exceed a total of five thousand
25 dollars, together with costs and reasonable attorney's fees."

1 N.Y. Labor Law § 198(1-d).

2 Plaintiff allege that Defendants failed to provide
3 them in writing-in English and in Plaintiffs' primary
4 language-with the notice required by N.Y. Labor Law § 195(1)(a)
5 either at the time of their hire or during their employment.
6 See Dkt. Nos. 58; 59; 60; 61; 62; 63; 64; 65; 66; 67; 68; 69;
7 70; 71; 72; 73; 74; 75; 76.

8 Additionally, Plaintiffs alleges that they did not
9 receive written notice reflecting the correct number of hours
10 worked and actual wages paid on their pay stubs as required by
11 N.Y. Labor Law § 195(3). FAC 74. FAC 91. Some Plaintiffs'
12 paystubs also failed to show their pay rate. FAC 91.
13 Accepting these allegations as true, as the Court must,
14 Defendants are liable for pay rate notice violations under the
15 NYLL.

16 f. Spread of Hours Violations of NYLL

17 Under NYLL, if the spread of hours, that is "the
18 length of the interval between the beginning and end of an
19 employee's workday" exceeds 10 hours, that employee "shall
20 receive one additional hour of pay at the basic minimum hourly
21 rate." 12 N.Y.C.R.R. § 146-1.6.

22 Plaintiffs Jin Ming Cao, Zhuo Ji Zou, Jian Min Wu,
23 Ming Jian Feng, Qi Wen Huang, Shun Lai Mei, Wai Fong Cheong,
24 Pei Yun Chen, Wood Chong Lee, Yan Hua Liu, Wei Guo Cen, Zhi Hui
25 Liu, Jie Fang Ye, Chang Sheng Li, and Zhou Zhong routinely

1 worked shifts during which their spread-of-hours exceeded ten,
2 and allege that their compensation did not include an
3 additional hour of minimum wage pay when their spread of hours
4 exceeded ten. FAC 132. Accepting those allegations and
5 averments as true, Defendants are liable under the NYLL for
6 failure to pay Plaintiffs their spread of hours wages.

7 g. Uniform Violations of NYLL

8 Under New York law, an employer is responsible for the
9 cost of purchasing and maintaining a required uniform. 12
10 N.Y.C.R.R. § 146-1.7. The amount paid to the employee depends
11 on the number of hours worked. Id. A "required uniform"
12 refers to any "clothing worn by an employee, at the request of
13 an employer, while performing job-related duties" unless such
14 "clothing . . . May be worn as part of an employee's ordinary
15 wardrobe." Id. at § 137-3.13.

16 Plaintiffs Jin Ming Cao, and Zhou Ji Zou, as captains,
17 had to wear a black jacket, black pants, black shoes, a white
18 shirt, and a tie. FAC 93-94. The black jacket was made of
19 "formal suit material" that would not be worn, according to
20 Plaintiff Cao, as part of someone's ordinary or "basic street
21 clothing," and required dry cleaning. Cao Decl. 29-31. The
22 Restaurant provided only one jacket to each employee. FAC 93.
23 And Plaintiffs Cao and Zou had to dry clean the jacket at their
24 own expense. Zou Decl. 22-26. Because these two plaintiffs
25 have alleged that they worked over thirty hours per week, I

1 find that Defendants are liable for failing to pay the high
2 rate of their uniform maintenance costs as required by NYLL.

3 E. Damages

4 In connection with the violations I just described,
5 Plaintiffs seek various categories of damages. Generally, a
6 plaintiff must prove his claim for damages through the
7 submission of evidence. In this case I have reviewed
8 Plaintiffs' evidence and find that it is unnecessary to hold a
9 hearing because I have determined (1) the proper rules for
10 calculating the various categories of damages claimed by
11 plaintiff, and (2) that Plaintiffs' evidence establishes, with
12 reasonable certainty, the basis for the damages specified in
13 the default judgment.

14 a. Unpaid Wages (Minimum Wage, Overtime, and Spread of Hours
15 Compensation)

16 Plaintiffs computed the amount they should have been
17 paid each week, based on the minimum hourly wage rate for each
18 particular time period, the number of overtime hours Plaintiffs
19 worked in that time period, and the amount of spread of hours
20 pay Plaintiffs were owed for that time period. I have reviewed
21 Plaintiffs' calculations, which are based on the alleged hours
22 worked by Plaintiffs, and the spreadsheet provided by
23 Plaintiffs and believe that they have each has established
24 their entitlement to these unpaid wages.

25 b. Liquidated Damages

1 Plaintiffs seek, and are entitled to, payment of
2 liquidated damages under the NYLL. I have reviewed the
3 calculations of that amount, which are based on the allegations
4 in the complaint, and the spreadsheet provided by counsel and
5 believe that Plaintiffs have established their entitlement to
6 liquidated damages from the defaulting Defendants.

7 c. NYLL Statutory Penalties

8 Plaintiffs are entitled to an award of statutory
9 penalties under the NYLL. Plaintiffs seek the maximum \$5,000
10 for each of their wage notice and wage statement claims. Given
11 that Plaintiffs allege violations throughout the entirety of
12 their employment, they are entitled to the maximum statutory
13 amount of \$10,000 each for the wage notice and wage statement
14 violations under the NYLL.

15 d. Prejudgment Interest

16 Plaintiffs each seek an award of prejudgment interest
17 on their NYLL's claims for unpaid wages. New York law provides
18 for prejudgment interest at nine percent per annum. N.Y.
19 C.P.L.R. § 5004. New York law provides that "[w]here . . .
20 damages were incurred at various times, interest shall be
21 computed upon each item from the date it was incurred or upon
22 all of the damages from a single reasonable intermediate date."
23 N.Y. C.P.L.R. § 5001(b). Plaintiffs have appropriately
24 calculated their applicable prejudgment interest from the
25 midpoint between the start and end dates for each plaintiff on

1 each of their minimum wage and overtime awards. Plaintiffs
2 have calculated the applicable interest through September 12 or
3 13, 2019.

4 Counsel, of course today is September 18th. Do you wish for
5 the Court to enter judgment based on your calculations through
6 September 13th or 18th? Do you wish to provide updated
7 calculations for interest through today's date?

8 MR. POWER: You Honor, for efficiency purposes, we
9 will consent to the prejudgment interest calculations through
10 September 12th and September 13th.

11 THE COURT: Thank you.

12 I'm happy to do that on the consent of plaintiffs.
13 e. Joint and Several Liability

14 Plaintiffs also seek to hold Defendants jointly and
15 severally liable for the periods of time during which different
16 Defendants employed Plaintiffs. Both the FLSA and NYLL hold
17 employers liable for violations of labor law. See *Pineda v.*
18 *Tokana Cafe Bar Restorant Inc.*, 2017 WL 1194242, at *2;
19 *Kuhnmuench v. Phenix Pierre, LLC*, 2018 WL 1357383, at *4
20 (S.D.N.Y. Mar. 15, 2018) (quoting *Doo Nam Yang v. ACBL Corp.*,
21 427 F. Supp. 2d 327, 342 (S.D.N.Y. 2005)). Accepting the
22 allegations in the Amended Complaint as true and looking to the
23 "economic reality" of the working relationship, Plaintiffs'
24 have established that each Defendant was their employer, and
25 thus liable under the FLSA and NYLL, for some period of time.

1 Although the facts pleaded in the Amended Complaint establish
2 that no individual Defendant can be held liable for the entire
3 period at issue, Plaintiffs have adequately described the
4 period during which each set of Defendants employed each
5 Plaintiffs and is responsible for each violation described
6 above.

7 f. Attorneys' Fees and Costs

8 I will not review the general law applicable to the
9 assessment of attorneys' fees and out-of-pocket expenses in
10 this case. Those are well established. I will simply note
11 that because Plaintiffs are the prevailing parties both under
12 the FLSA and the NYLL, they are entitled to attorneys' fees. I
13 must, however, assess whether or not the amount of the
14 attorneys' fees that are requested here are appropriate and in
15 line with the prevailing rates for litigators with commensurate
16 experience in this District.

17 Plaintiffs have requested \$32,007.50 in attorneys'
18 fees and \$971.92 in costs incurred during this litigation.
19 Both attorneys from Catholic Migration Services who have billed
20 time to this matter submitted their contemporaneous time
21 records. The timesheets specify the date, the hours expended,
22 and contain a sufficiently detailed description of the nature
23 of the work done. I have reviewed the timesheets and billing
24 entries and find that the hours expended on each itemized entry
25 are reasonable.

1 David Colodny billed 28.3 hours to this matter. Mr
2 Colodny is the Director of Legal Services at Catholic Migration
3 Services. Mr. Colodny has spent more than eighteen years in
4 the legal services community providing legal representation to
5 recent immigrants. Immediately prior to joining Catholic
6 Migration Services, Mr. Colodny was a supervising attorney at
7 the Urban Justice Center (UJC), where he managed their workers'
8 rights program. During his eleven years at UJC, Mr. Colodny
9 represented immigrant workers with a variety of
10 employment-related claims in federal and state courts and
11 administrative agency investigations. Before working at UJC,
12 Mr. Colodny was the Deputy Director and Director of Legal
13 Services at the D.C. Employment Justice Center (2001-2005) and
14 an associate at the Washington, D.C., based law firm Patton
15 Boggs LLP (1995-2000). Mr. Colodny was also an adjunct
16 professor of clinical law at the New York University School of
17 Law (2008-2010). Mr. Colodny received his B.A. from Duke
18 University and his J.D. from Georgetown University Law Center.
19 He first became a member of the bar in 1995 in Maryland and has
20 been a member of the New York bar since 2006.

21 Thomas Power billed 88.8 hours to this matter. Mr.
22 Power is a staff attorney with the Catholic Migration Services,
23 where he represents workers in wage and hour claims and other
24 employment matters. He joined Catholic Migration Services in
25 2016 after graduating from law school. Mr. Power graduated

1 from CUNY School of Law in 2016 where he served as the Managing
2 Editor of the Law Review. In law school, Mr. Power
3 participated in a clinic and held two internships involving
4 workers' rights.

5 I'm going to approve the amount that's requested here.
6 I am specifically not endorsing the hourly rates described.
7 They are high relative to other rates that have been approved
8 by courts in this district for employment and the Eastern
9 District for employment matters. And nonetheless, given my
10 evaluation of all of the relevant factors, I believe that the
11 hourly rates are, I should say the aggregate amount of fees
12 requested here are reasonable.

13 The time sheets provided detailed descriptions of the
14 costs which include filing fees, service fees, postage costs
15 and copy costs.

16 With respect to Plaintiffs' costs of litigation, I
17 also find that they are reasonable. The timesheets provide
18 detailed descriptions of the costs, which include filing fees,
19 service fees, postage costs, and copy costs. All of these fees
20 are reasonably related to the litigation of this matter and are
21 typical costs charged to a client. Therefore, I will award
22 Plaintiffs a total of \$971.92. With respect to the attorney's
23 fees on a blended basis, the amount that is charged is I
24 believe reasonable which is part of the reason why I determined
25 that the fees requested are reasonable under these

1 circumstances.

2 IV.

CONCLUSION

3 For the reasons just stated, Plaintiffs' motion for a
4 default judgment is granted and judgment shall enter against
5 Defendants in the total amount of \$849,842.45.

6 Individually, each plaintiff shall be awarded the
7 following with respect to the principle amount of their direct
8 damages against the Defendants.

9	"	Jin Ming Cao: \$64,284.55.
10	"	Zhuo Ji Zou: \$57,843.68
11	"	Jian Min Wu: \$61,212.46
12	"	Jian Ming Feng: \$59,388.37
13	"	Qi Wen Huang: \$61,646.74
14	"	Shun Lai Mei: \$56,268.56
15	"	Wai Fong Cheong: \$56,911.29
16	"	Pei Yun Chen: \$58,612.80
17	"	Wood Chong Lee: \$55,948.75
18	"	Yan Hua Liu: \$53,576.41
19	"	Zhi Hui Liu: \$55,724.63
20	"	Wei Guo Cen: \$59,280.19
21	"	Jie Fang Ye \$63,135.01
22	"	Chang Sheng Li: \$55,665.55
23	"	Zhuo Shong Lao: \$51,761.87
24	"	Xiao Li Zhu: \$2,471.68
25	"	Shao Wan Su: \$2,471.68

" Qiu Yue Liu: \$2,471.68

" Yan Er Wu: \$2,471.68

Defendants are jointly and severally liable for portions of each plaintiff's award as I will describe in the order of default judgment that I will issue either today or tomorrow.

They are jointly and severally liable for attorneys' fees as counsel has described and I won't include a reference to that effect in the proposed order of judgment.

The order of judgment that the parties presented to the Court previously I think adequately addresses the concerns that we discussed at our prior conference. I thank you for taking up the work involved in segregating the joint and several liability appropriately across defendants and time periods.

Counsel, is there anything else that we should take up here?

MR. POWER: Your Honor, I just have a brief question about the aggregate damage awards.

THE COURT: Yes.

MR. POWER: It's four plaintiffs. The four plaintiffs that I am referring to are Xiao Li Zhu, Shao Wan Su, Qui Yue Liu and Yan Er Wu.

THE COURT: Thank you.

MR. POWER: The last four plaintiffs I believe that for each of them you provided an aggregate damage award of, if

1 I'm not mistaken, \$2,471.68. Just looking through the revised
2 proposed default judgment the amount that I come to would be an
3 amount of \$1,471.68 and then there is an additional five
4 thousand damages of in statutory penalty for each of the two
5 categories of penalties.

6 THE COURT: Thank you.

7 MR. POWER: The calculation that I've come to is
8 \$11,471.68.

9 (Pause)

10 THE COURT: Thank you very much, counsel.

11 You're right. The math was off in the calculation
12 that I just read out. I will correct that. I should correct
13 it with respect to each of the four plaintiffs who you describe
14 as to each the proper amount should be \$11,471.68. When I say
15 "as to each" I am referring to Plaintiffs Xiao Li Zhu, Shao Wan
16 Su, Qui Yue Liu and Yan Er Wu.

17 Let me reevaluate the aggregate amount of the judgment
18 with that information. It should be \$36,000 more than the
19 number I told you previously which would be \$849,878.45.

20 Counsel, is that accurate?

21 MR. POWER: I believe so, your Honor.

22 THE COURT: OK. Thank you.

23 Anything else that we should take up here?

24 MR. POWER: Nothing further, your Honor.

25 THE COURT: Good. Thank you, all. I will enter the

1 order of judgment later today I expect. I thank you very much
2 for being so responsive to my comments at the last conference
3 and for taking up the work of revising the order to reflect.
4 It was a complicated set of calculations. I appreciate the
5 quality of the work here.

6 This proceeding is adjourned.

7 (Adjourned)